

EXHIBIT 3

Johanson Group/DB Squared Agreement

This agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between

Johanson Consulting, Inc., an Arkansas Corporation doing business as Johanson Group, hereinafter referred to as JOHANSON GROUP, and

DB Squared, LLC, an Arkansas Limited Liability Company, hereinafter referred to as DB SQUARED.

WITNESSETH:

WHEREAS, JOHANSON GROUP developed and owns the rights to the methodology of performing Job Evaluation and Salary Administration, hereinafter referred to as JESAP METHODOLOGY, and this methodology has been referred to since 1985 as JESAP (Job Evaluation and Salary Administration Program), and

WHEREAS, JOHANSON GROUP participated in the development of computer software in 2001 which automates the JESAP METHODOLOGY, and which is also called JESAP, hereinafter referred to as JESAP SOFTWARE, and

WHEREAS, JOHANSON GROUP and others, formed DB SQUARED for the purpose of licensing JESAP SOFTWARE to third parties, and

WHEREAS, DB SQUARED owns the rights to JESAP SOFTWARE, and

WHEREAS, DB SQUARED has owners, other than JOHANSON GROUP, who have rights to JESAP SOFTWARE and who wish to protect said rights, and

WHEREAS, both JOHANSON GROUP and DB SQUARED desire that all parties with an interest in either JESAP METHODOLOGY or JESAP SOFTWARE or both maintain and protect their long term interest in said methodology and/or software, and

WHEREAS, JESAP METHODOLOGY and JESAP SOFTWARE are designed to function in accord with one another,

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, JOHANSON GROUP and DB SQUARED hereby agree as follows:

1. License of JESAP METHODOLOGY

- 1.1 JOHANSON GROUP hereby grants to DB SQUARED, without cost or restriction of any kind, an irrevocable, perpetual license to the JESAP METHODOLOGY and all enhancements to said methodology and agrees to provide said enhancements to DB SQUARED in a timely fashion.

2. License of JESAP SOFTWARE

- 2.1 DB SQUARED hereby grants to JOHANSON GROUP, without cost or restriction of any kind, an irrevocable, perpetual license to JESAP SOFTWARE and all enhancements to JESAP SOFTWARE and agrees to provide said enhancements to JOHANSON GROUP in a timely fashion.

3. Term and Termination; Sale of Party(ies) to a Third Party

- 3.1 This AGREEMENT is perpetual and shall not be terminated for any reason, including the sale of either JOHANSON GROUP or DB SQUARED to a third party, except that the AGREEMENT may be amended by written agreement duly executed by both JOHANSON GROUP and DB SQUARED.

4. General

- 4.1 **Governing Law.** This AGREEMENT will be governed by the laws of the State of Arkansas, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Washington County, Arkansas, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.
- 4.2 **Severability.** In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.

APPROVAL

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

Johanson Consulting, Inc.

By Blair Johanson

Name BLAIR JOHANSON

Title PRESIDENT

Date 8-24-06

Witness Lia Dillard

DB Squared, LLC

By Michael H. Gibbs

Name MICHAEL H. GIBBS

Title CEO

Date 8/24/16